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8 **UNITED STATES DISTRICT COURT**

9 **DISTRICT OF NEVADA**

10 JAMES B. LINDSEY, JR. and JOAN A.
11 LINDSEY, as individuals and on behalf of and
12 as Co-Trustees of the JAMES B. LINDSEY JR.
FAMILY TRUST; and PATRICK B.
LINDSEY, an individual,

13 Plaintiffs,

14 —vs.—

15 AMERICAN UNITED ESCROW, INC. a
16 Nevada corporation dba AMERICAN UNITED
TITLE AND ESCROW,

17 Defendant.

CASE NO. 2:09-cv-00459-JCM-GWF

**ORDER ON MOTION FOR
ORDER DETERMINING SETTLEMENT IN
GOOD FAITH**

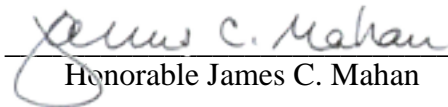
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23 Court has considered the application of defendant American United Escrow, Inc. for an
24 Order Determining its Settlement in Good Faith, and good cause appearing therefore;

25 **IT IS ORDERED** that the settlement by and between plaintiffs and defendant American
26 United Escrow, Inc. is hereby found to be in good faith pursuant to *Nevada Revised Statutes*
27 § 17.245, and this Court's inherent authority under *Roadway Express, Inc. v. Piper*, 447 U.S. 752,
28 764 (1980) and related authority.

1 **IT IS FURTHER ORDERED** that all claims against American United Escrow, Inc. by any
2 party, joint tortfeasor, or co-obligor under any theory of equitable indemnity or contribution, or
3 partial or comparative indemnity, based on comparative negligence or comparative fault, are forever
4 barred.

5 **IT IS SO ORDERED.**

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7 July 7
8 DATED: _____, 2010


Honorable James C. Mahan